

COMMUNITY UNIT SCHOOL DISTRICT 300, an Illinois school district existing and operating pursuant to the Illinois School Code, 105 Illinois Compiled Statutes (“**ILCS**”) 5/1-1, *et*

seq. (the “**School District**”), by and through its attorneys, Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd., Gensburg Calandriello & Kanter, P.C., and Archer & Greiner, P.C., hereby files its objection and reservation of rights (the “**Objection**”)¹ to the *Notice of Assumption and Assignment of Additional Executory Contracts* (the “**Notice of Assumption and Assignment**”) filed on May 2, 2019 [Doc. No. 3539] by the above-captioned debtors (the “**Debtors**”). In support of this Objection, the School District respectfully states:

OBJECTION

1. The Debtors filed their *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Global Sale Transaction* on January 23, 2019 [Doc. No. 1731] and supplement thereto on January 23, 2019 [Doc. No. 1774] (collectively, the “**Notice of Cure**”). The School District filed a limited objection thereto on January 28, 2019 [Doc. No. 2087] (the “**Limited Objection**”).

2. The Debtors filed the *Sixth Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transactions* (the “**Sixth Supplement**”) on April 11, 2019 [Doc. No. 3152]. In the Sixth Supplement to the Notice of Cure, the Debtors list the Village of Hoffman Estates as a counterparty to the *Economic Development Agreement By and Between the Village of Hoffman Estates and Sears, Roebuck and Co.* as Counterparty No. 10 with no contract expiration date and no cure amount and as a Counterparty to the *Fourth Amendment to the Economic Development Agreement* as Counterparty No. 11 with no contract expiration date and no cure amount. In response to the Sixth Supplement, the School District filed a supplemental objection on April 18,

¹ The School District also reserves its rights with respect to whether the EDA Agreement may be executory and capable of assumption and assignment.

2019 [Doc. No. 3288] (the “**Supplemental Objection**”) which supplemented and incorporated the Limited Objection by reference.

3. Most recently, in the Notice of Assumption and Assignment, the Debtors list the Village of Hoffman Estates as a counterparty to the *Economic Development Agreement By and Between the Village of Hoffman Estates and Sears, Roebuck and Co.*, as Counterparty No. 510 with no contract expiration date and no cure amount and as a counterparty to the *Amendments 1-4 to the Economic Development Agreement* as Counterparty No. 511 with no contract expiration date and no cure amount.

4. This Objection supplements and incorporates the Limited Objection and Supplemental Objection by reference to the extent that the Notice of Assumption and Assignment references any new documents or agreements.

5. The School District’s rights hereby are preserved and maintained pending resolution of its claims and interests arising under the Economic Development Area and Tax Increment Allocation Act, 20 ILCS 620/1 *et seq.*, as amended and restated, other legislation associated thereto, and any and all related agreements, including but not limited to the Economic Development Agreement.

CONCLUSION

WHEREFORE, (i) the Economic Development Agreement, including amendments, should not be assumed and assigned absent resolution of the Limited Objection and Supplemental Objection, including, but not limited to, proper determination and payment of any and all cure amounts and provision of adequate assurance of future performance, and (ii) the School District should be afforded such other and further relief as is just and proper.

Dated: New York, New York
May 10, 2019

ARCHER & GREINER, P.C.

By: /s/ Allen G. Kadish

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